

1

SETTLEMENT AGREEMENT

2 This Settlement Agreement (hereafter the “Agreement”) is entered
3 into by and between the following Parties: *Joseph Brummett, Justin Toland,*
4 *William Wynn, James Ransom, Albert Barnes* and *Robert Casey* (**PLAINTIFFS**),
5 and *Girls Galore, Inc., Nicholas Stergion and George Nazarian* (**DEFENDANTS**)
6 (collectively the “Parties”):
7

8 WHEREAS, *Joseph Brummett, Justin Toland, William Wynn, James*
9 **Ransom**, and **DEFENDANTS** are parties to a civil action pending in the United
10 States District Court for the Northern District of Georgia, Atlanta Division, styled
11 *Brummett, et al, v. Girls Galore, Inc., et al*, Civil Action No. 1:14-cv-04033-AT
12 (hereinafter referred to as the “Brummett Litigation”), which action arises out of or
13 relates to the employment of or work performed by *Joseph Brummett, Justin*
14 *Toland, William Wynn, James Ransom*;

15

16 WHEREAS, *Albert Barnes* and **DEFENDANTS** are parties to a civil action
17 pending in the United States District Court for the Northern District of Georgia,
18 Atlanta Division, styled *Barnes v. Girls Galore, Inc., et al*, Civil Action No. 1:14-
19 cv-03946-SCJ (hereinafter referred to as the “Barnes Litigation”), which action arises
20 out of or relates to the employment of or work performed by *Albert Barnes*;

21

22 WHEREAS, *Robert Casey* and **DEFENDANTS** are parties to a civil action
23 pending in the United States District Court for the Northern District of Georgia,
24 Atlanta Division, styled *Casey v. Girls Galore, Inc. et al*, Civil Action No. 1:16-cv-
25 04590-SCJ (hereinafter referred to as the “Casey Litigation”), which action arises
26 out of or relates to the employment of or work performed by *Robert Casey*;

27

28 WHEREAS, pursuant to each Litigation described above (“the Litigations”),
29 **PLAINTIFFS** claim that the **DEFENDANTS** intentionally and willfully failed to
30 pay them the required compensation under the Fair Labor Standards Act (“FLSA”)
31 and **DEFENDANTS** deny these allegations;

32

33 WHEREAS, **PLAINTIFFS** and **DEFENDANTS** desire to enter into an
34 agreement resolving and settling all claims, allegations and causes of action asserted
35 or which could have been asserted by **PLAINTIFFS** in the Litigation that arise out
36 of or relate to compensation for any work performed by **PLAINTIFFS** for

1 **DEFENDANTS;**

2

3 WHEREAS, **PLAINTIFFS** warrant and represent that they have not assigned
4 any of the claims against **DEFENDANTS** that are released in this Agreement to any
5 other person or entity and that no attorneys other than Charles R. Bridgers and Kevin
6 D. Fitzpatrick, Jr. of DeLong Caldwell Bridgers Fitzpatrick and Benjamin, LLC have
7 a claim for attorneys' fees and/or costs arising from **PLAINTIFFS**' claims released
8 in this Agreement; and

9

10 WHEREAS, this Agreement constitutes a good faith settlement of all of
11 **PLAINTIFFS**' disputed claims and allegations that were asserted or could have
12 been asserted by **PLAINTIFFS** in the Litigations arising out of or relating to
13 compensation for any work performed by **PLAINTIFFS** for **DEFENDANT**, and
14 shall not be deemed in any manner an admission, finding, or indication, for any
15 purposes whatsoever, that the **DEFENDANT**, or any of its officers, employees,
16 and/or other agents acted contrary to law or violated the rights of **PLAINTIFFS** or
17 any other person at any time.

18

19 NOW, THEREFORE, in consideration of the mutual covenants and
20 promises set forth herein, and for other good and valuable consideration, the receipt
21 and sufficiency of which are hereby acknowledged, the Parties hereto agree as
22 follows:

23

24 1. **Consideration.** In consideration of this Agreement and other good and
25 sufficient consideration, including **PLAINTIFFS**' agreement to dismiss with
26 prejudice the Litigations, *Girls Galore, Inc.*, ("the Company") agrees to pay a total
27 Settlement Payment of Two Hundred Thirty-Five Thousand Dollars and No Cents
28 (\$235,000.00), allocated as follows:

29

30 a. The sum of Twenty-Three Thousand Eight Hundred Ninety-Seven
31 Dollars and 39/100 cents (\$23,897.39) to **Albert Barnes**;

32

33 b. The sum of Seven Thousand One Hundred Forty-Two Dollars and 21
34 cents (\$7,142.21) to **Robert Casey**;

35

36 c. The sum of Nineteen Thousand Fifty Dollars and 40/100 cents
37 (\$19,050.40) to **Joseph Brummett**;

- 1
- 2
- 3 d. The sum of Fourteen Thousand Two Hundred Eighty-Four Dollars and
- 4 43 cents (\$14,284.43) to ***Justin Toland***;
- 5
- 6 e. The sum of Thirty-Four Thousand Seven Hundred Twenty-Five Dollars
- 7 and 47 cents (\$34,725.47) to ***William Wynn***;
- 8
- 9 f. The sum of Thirty-Five Thousand Nine Hundred Dollars and 9 cents
- 10 (\$35,900.09) to ***James Ransom***; and
- 11
- 12 g. The sum of One Hundred Thousand Dollars and no cents (\$100,000.00)
- 13 to ***Kevin D. Fitzpatrick, Jr. (PLAINTIFFS' counsel)*** for attorneys' fees
- 14 and costs.

15

16 2. **Installment Payments.** Payment shall be made in equal installments

17 delivered to PLAINTIFFS' counsel on the first day of each month beginning May

18 1, 2017 and continuing through August 1, 2020, as follows:

- 19
- 20 a. A check made out to ***Albert Barnes*** in the amount of Two Hundred
- 21 Ninety-Eight Dollars and 71 cents (\$298.71) less withholding for
- 22 payroll taxes, for which Girls Galore, Inc., shall issue ***Albert Barnes*** an
- 23 IRS Form W2;
- 24
- 25 b. A check made out to ***Albert Barnes*** in the amount of Two Hundred
- 26 Ninety-Eight Dollars and 72 cents (\$298.72) without withholding for
- 27 payroll taxes, for which Girls Galore, Inc., shall issue ***Albert Barnes*** an
- 28 IRS Form 1099 designating such payment as Box 3 non-wage income;
- 29
- 30 c. A check made out to ***Robert Casey*** in the amount of Eighty-Nine
- 31 Dollars and 28 cents (\$89.28) less withholding for payroll taxes, for
- 32 which Girls Galore, Inc., shall issue ***Robert Casey*** an IRS Form W2;
- 33
- 34 d. A check made out to ***Robert Casey*** in the amount of Eighty-Nine
- 35 Dollars and 28 cents (\$89.28) without withholding for payroll taxes, for
- 36 which Girls Galore, Inc., shall issue ***Robert Casey*** an IRS Form 1099
- 37 designating such payment as Box 3 non-wage income;
- 38

- 1
- 2 e. A check made out to ***Joseph Brummett*** in the amount of Two Hundred
- 3 Thirty-Eight Dollars and 10 cents (\$238.10) less withholding for
- 4 payroll taxes, for which Girls Galore, Inc., shall issue ***Joseph***
- 5 ***Brummett*** an IRS Form W2;
- 6
- 7 f. A check made out to ***Joseph Brummett*** in the amount of Two Hundred
- 8 Thirty-Eight Dollars and 10 cents (\$238.10) without withholding for
- 9 payroll taxes, for which Girls Galore, Inc., shall issue ***Joseph***
- 10 ***Brummett*** an IRS Form 1099 designating such payment as Box 3 non-
- 11 wage income;
- 12
- 13 g. A check made out to ***Justin Toland*** in the amount of One Hundred
- 14 Seventy-Eight Dollars and 55 cents (\$178.55) less withholding for
- 15 payroll taxes, for which Girls Galore, Inc., shall issue ***Justin Toland*** an
- 16 IRS Form W2;
- 17
- 18 h. A check made out to ***Justin Toland*** in the amount of One Hundred
- 19 Seventy-Eight Dollars and 56 cents (\$178.56) without withholding for
- 20 payroll taxes, for which Girls Galore, Inc., shall issue ***Justin Toland*** an
- 21 IRS Form 1099 designating such payment as Box 3 non-wage income;
- 22
- 23 i. A check made out to ***William Wynn*** in the amount of Four Hundred
- 24 Thirty-Four Dollars and 7 cents (\$434.07) less withholding for payroll
- 25 taxes, for which Girls Galore, Inc., shall issue ***William Wynn*** an IRS
- 26 Form W2;
- 27
- 28 j. A check made out to ***William Wynn*** in the amount of Four Hundred
- 29 Thirty-Four Dollars and 7 cents (\$434.07) without withholding for
- 30 payroll taxes, for which Girls Galore, Inc., shall issue ***William Wynn*** an
- 31 IRS Form 1099 designating such payment as Box 3 non-wage income;
- 32
- 33 k. A check made out to ***James Ransom*** in the amount of Four Hundred
- 34 Forty-Eight Dollars and 75 cents (\$448.75) less withholding for payroll
- 35 taxes, for which Girls Galore, Inc., shall issue ***James Ransom*** an IRS
- 36 Form 1099 designating such payment as Box 3 non-wage income;
- 37

1 1. A check made out to ***James Ransom*** in the amount of Four Hundred
 2 Forty-Eight Dollars and 75 cents (\$448.75) without withholding for
 3 payroll taxes, for which Girls Galore, Inc., shall issue ***James Ransom***
 4 an IRS Form 1099 designating such payment as Box 3 non-wage
 5 income;

6 7. m. A check made out to ***Kevin D. Fitzpatrick, Jr.*** in the amount of ^{Two-}
 8 Thousand Five Hundred and no cents (\$2,500.00) for which Girls
 9 Galore, Inc., shall issue ***Kevin D. Fitzpatrick, Jr.*** an IRS Form 1099
 10 designating such payment as Box 14 attorneys' fees.

11 12. 3. **Lease Extension Contingency.** No installment payments shall be due
 13 or payable, after October 1, 2019 if the Company ceases to operate because it was
 14 unable to enter into a commercially reasonable lease for the premises at 2284
 15 Cheshire Bridge Road, Atlanta, Georgia, provided that each of the following
 16 conditions is met:

17 18. a. ***Nicholas Stergion*** and ***George Nazarian*** will not transfer control of ***Girls***
 19 ***Galore, Inc.*** to any person, persons, entity or entities until such time as
 20 the entire Settlement Amount has been paid or such person, persons,
 21 entity or entities formally assumes the obligations of this Agreement as a
 22 condition of the transaction or series of transactions creating the transfer
 23 of control in a document expressly approved by Plaintiff's counsel. For
 24 purposes of this provision, "Control" over Girls Galore, Inc., will exist if
 25 a person, persons, entity or entities whether directly or indirectly through
 26 the control of other entities:

27 i. Has the power or right to manage or direct the management of
 28 the operation of the business located at 2284 Cheshire Bridge
 29 Road, Atlanta, Georgia, or

30 ii. Has the power or right to designate or provide all or
 31 substantially all the Company's officers, or

32 iii. Has the power or right to appoint or elect or prevent the
 33 appointment or election of a majority of the Company's Board
 34 of Directors, or other governing body have substantially the
 35 powers of a Board of Director, or

36 iv. Owns securities that constitute and/or are exchangeable into,
 37 exercisable for or convertible into more than 49 percent of the
 38 Company's Equity Interests.

- 1 b. **DEFENDANTS** consent to **PLAINTIFFS'** filing of a UCC1 lien for
- 2 the Settlement Amount designating such as FLSA damages.
- 3 c. **DEFENDANTS** will promptly provide **PLAINTIFFS'** counsel with
- 4 copies of all communications it receives from its Landlord related to
- 5 lease extension or termination.
- 6 d. If any of these conditions are not met, *Nicholas Stergion* and *George*
- 7 *Nazarian* shall assume personal liability for all sums due under this
- 8 agreement.

9

10 4. **Remedies in the Event of Breach.** In the event of a breach of any of

11 the terms of the Agreement by **PLAINTIFFS**, or **DEFENDANTS**, the prevailing

12 party shall be entitled to all remedies or damages at law, and in addition thereto,

13 shall be entitled to recover all costs and expenses, including reasonable attorneys'

14 fees, incurred in enforcing any rights hereunder. In the event of a breach by **Girls**

15 **Galore Inc.**, (or by Stergion and Nazarian pursuant to Paragraph 3 d above) that is

16 not cured after ten (30) notice to its counsel, the entire outstanding principal balance

17 shall immediately become due and payable from **Girls Galore, Inc.**, (or by

18 **DEFENDANTS** jointly and severally pursuant to Paragraph 3 d above.) Interest

19 shall accrue on the outstanding balance at the statutory rate.

20

21 5. **Taxes.** Each **PLAINTIFF** agrees to pay all taxes, if any, which may

22 be deemed owing on the payments under this section, except for **DEFENDANT'S**

23 portion of FICA and other employer portion tax contributions associated with the

24 payment designated as unpaid wages. Each **PLAINTIFF** further agrees that she

25 will indemnify and hold **DEFENDANT** and its related and affiliated entities

26 harmless from and against any taxes, penalties and/or interest that might arise from

27 any challenge by the Internal Revenue Service or similar state agency to her tax

28 treatment of any amounts paid to her, except for any challenge associated with

29 **DEFENDANT'S** responsibility for the employer portion of FICA and other

30 employer portion tax contributions associated with the payment designated as unpaid

31 wages.

32

33 6. **Warranty.** **PLAINTIFFS** represent and warrant that Charles R.

34 Bridgers and Kevin D. Fitzpatrick, Jr. and the firm of DeLong Caldwell Bridgers &

35 Fitzpatrick, LLC are and have been the sole attorneys for them with respect to the

36 Litigation and all claims set forth therein; that no other attorney or law firm has any

37 claim for legal fees, costs, and/or expenses relating to the Litigation; and that all

38 legal fees, costs, and/or expenses for which **DEFENDANT** could be liable in

1 connection with the Litigation are discharged.
2

3 6. **Release & Waiver of All Claims.** PLAINTIFFS, for themselves, their
4 attorneys, agents, assigns, heirs, executors, administrators and successors, hereby
5 fully, finally and forever release and discharge DEFENDANT and all of its present
6 or former attorneys, officers, officials, employees, assigns, principals and/or agents
7 from any and all claims, demands, actions, causes of action, suits, damages, losses,
8 costs, expenses and attorneys' fees of any kind and every character whatsoever,
9 whether known or unknown, which she has or may have against them growing out
10 of or arising from or pertaining to any claim for violations of the Fair Labor
11 Standards Act.

12 7. **Court Approval.** All Parties agree that, upon execution of this
13 Agreement, they shall file joint motions for approval of the settlement to the United
14 States District Judges before whom the Litigations are pending for the purposes of
15 obtaining court approval in accordance with the Fair Labor Standards Act, 29 U.S.C.
16 § 201 et seq. All Parties agree that they will set the joint motion for hearings as soon
17 as possible, if necessary. If all of the District Court Judges assigned to the Litigations
18 do not approve this Agreement, it shall be void ab initio.

19 8. **Dismissal of Action.** Upon payment of all sums due under this
20 Agreement the Parties, through counsel of record, agree to fully execute and file the
21 Stipulations of Dismissal with Prejudice attached hereto as Exhibit 1-3, with the
22 court within five (5) business days.

23 9. **Execution.** This Agreement shall become effective upon its approval
24 by the court. The Parties may execute this Agreement in counterparts, and execution
25 in counterparts shall have the same force and effect as if the Parties had signed the
26 same instrument. Execution delivered by facsimile or electronic mail to the Parties'
27 counsel of record shall be deemed effective as if executed in original.

28 10. **Entire Release.** Each PLAINTIFF affirms that the only consideration
29 for her decision to execute and her execution of the Agreement are the terms stated
30 herein and that there are no other promises or arrangements of any kind which have
31 caused her to execute the Agreement; that he has been advised to and has consulted
32 with her attorneys regarding the terms, conditions and the final and binding effect of
33 this Agreement; and he understands the meaning of the Agreement and its final and

1 binding effect.
2

3 11. **Severability.** Each provision of this Agreement shall be considered
4 separable, distinct and severable from the other and remaining provisions, and any
5 breach, invalidity or unenforceability of any provision shall not impair the operation,
6 validity or enforceability of those provisions that are valid and, to the extent allowed
7 by law, such invalid or otherwise unenforceable provision may be modified by a
8 court of competent jurisdiction so as to render it enforceable. Notwithstanding the
9 foregoing sentence, if Paragraphs 1. 2. or 3. are found to be invalid by a court of
10 competent jurisdiction, the entire Agreement is invalid.
11

12 12. **Amendments.** Any modification or change to this Agreement must be
13 made in writing and signed by all Parties.
14

15 13. **Construction.** The language contained in this Agreement shall be
16 deemed to be approved jointly by the Parties, and no rule of strict construction shall
17 be applied against any Party hereto. No provision of this Agreement is inferred or
18 shall be interpreted or applied so as to preclude any Party to this Agreement from
19 complying with any federal, state, or local law, rule, or regulation.
20

21 14. **Governing Law.** This Agreement is executed in the State of Georgia
22 and all terms of this Agreement shall be governed and construed pursuant to the laws
23 of the State of Georgia.
24

25 15. **Notice:** Any notice of DEFENDANTS' breach or default as
26 provided in Paragraph 4 shall be in writing, signed by PLAINTIFFS' counsel and
27 delivered personally or sent by statutory overnight delivery or by registered or
28 certified United States mail, postage prepaid, return receipt requested, to
29 DEFENDANTS' counsel at the addresses set forth below, or at such other addresses
30 within the continental United States of America as may have theretofore been
31 designated in writing. In the event that any DEFENDANTS' counsel provides
32 written notice of the termination of the attorney-client relationship with any
33 DEFENDANT, notice of DEFENDANTS' breach or default as provided in
34 Paragraph 4 shall be delivered or sent in the manner provided in this Paragraph to
35 each DEFENDANT at the addresses set forth below or at such other addresses or to
36 successor counsel at such addresses within the continental United States of America
37 as may have theretofore been designated in writing. The date of personal delivery or
38 the date of mailing, as the case may be, shall be the date of such notice. For the

1 purposes of this Agreement:

2
3 The address of Girls Galore, Inc.'s counsel is:
4 Michael A. Dominy, Esq.
5 The Dominy Law Firm, LLC
6 881 Ponce de Leon Ave. NE
7 Suite 3
8 Atlanta, Georgia 30306
9

10 The address of George Nazerian's counsel is:
11 Michael A. Dominy, Esq.
12 The Dominy Law Firm, LLC
13 881 Ponce de Leon Ave. NE
14 16. Suite 3
15 Atlanta, Georgia 30306
16

17 The address of Nicholas A. Stergion's counsel is:
18 William P. Miles, Jr., Esq.
19 Gregory, Doyle, Calhoun & Rogers, LLC
20 49 Atlanta Street
21 Marietta, GA 30060
22

23 The address of Girls Galore, Inc. is:
24 2284-C Cheshire Bridge Road
25 Atlanta, Georgia 30324
26

27 The address of George Nazerian is:
28 3350 George Busbee Parkway
29 Apt. 1208
30 Kennesaw, GA 30144
31

32 The address of Nicholas A. Stergion is:
33 3520 Waters Cove Way
34 Alpharetta, GA 30202
35

36 Each Party further warrants and represents as follows: **I HAVE CAREFULLY**
37 **READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS**
38 **AGREEMENT INCLUDING PLAINTIFFS' WAIVER OF CLAIMS**

1 AGAINST GIRLS GALORE, INC., AND THE RELEASEES. I HAVE
2 ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY
3 AS AN ACT OF MY OWN FREE WILL AND HAVE NOT RELIED UPON
4 ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR
5 ORAL. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN
6 ATTORNEY AND, IF NECESSARY, WITH OTHER PERSONAL ADVISORS
7 OF MY CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT AND
8 WAIVING ANY AND ALL CLAIMS, AND I HAVE HAD SUFFICIENT TIME
9 AND OPPORTUNITY TO DO SO.

10

11 **IN WITNESS WHEREOF**, the undersigned have executed this
12 Settlement Agreement and Release consisting of eight (8) pages effective April ____
13 ____, 2017.

14

15 **ACCEPTED AND AGREED BY ALBERT BARNES**

16 By: _____

17 Albert Barnes

18

19 Date: April, ____, 2017

20

21 **ACCEPTED AND AGREED BY ROBERT CASEY**

22 By: _____

23 Robert Casey

24

25 Date: April, 10, 2017

26

27 **ACCEPTED AND AGREED BY JOSEPH BRUMMETT**

28 By: _____

29 Keith Brummett

30

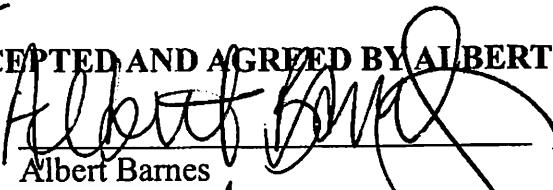
31 Date: April, 24, 2017

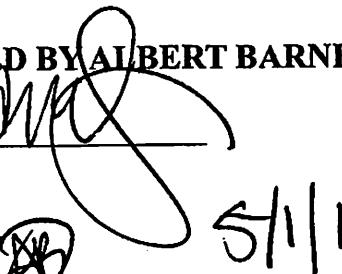
32

1 AGAINST GIRLS GALORE, INC., AND THE RELEASEES. I HAVE
2 ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY
3 AS AN ACT OF MY OWN FREE WILL AND HAVE NOT RELIED UPON
4 ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR
5 ORAL. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN
6 ATTORNEY AND, IF NECESSARY, WITH OTHER PERSONAL ADVISORS
7 OF MY CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT AND
8 WAIVING ANY AND ALL CLAIMS, AND I HAVE HAD SUFFICIENT TIME
9 AND OPPORTUNITY TO DO SO.

10
11 **IN WITNESS WHEREOF**, the undersigned have executed this
12 Settlement Agreement and Release consisting of eight (8) pages effective May ____
13 1st, 2017.

14
15 **ACCEPTED AND AGREED BY ALBERT BARNES**

16 By: 
17 Albert Barnes

18 Date: May 1st, 2017  5/1/17

19
20 **ACCEPTED AND AGREED BY ROBERT CASEY**

21 By: _____
22 Robert Casey

23
24 Date: May ___, 2017

25
26 **ACCEPTED AND AGREED BY JOSEPH BRUMMETT**

27 By: _____
28 Keith Brummett

29
30 Date: May ___, 2017

31
32
33
34

1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By: _____
3 Justin Toland

4
5 Date: April, _____, 2017

6
7 **ACCEPTED AND AGREED BY WILLIAM WYNN**

8 By: _____
9 William Wynn

10
11 Date: April, _____, 2017

12 *5/1/2017*

13 **ACCEPTED AND AGREED BY JAMES RANSOM**

14 By: _____
15 James Ransom

16
17 Date: April, _____, 2017

18
19 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

20 By: _____
21 Nicholas Stergion

22
23 Date: April, _____, 2017

24
25 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

26 By: _____
27 George Nazarian

28
29 Date: April, *4/28/* 2017

30
31 **ACCEPTED AND AGREED BY GIRLS GALORE, INC.**

1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By: 
3 Justin Toland

4

5 Date: May 03, 2017

6

7 **ACCEPTED AND AGREED BY WILLIAM WYNN**

8

9 By: _____
10 William Wynn

11

12 Date: May _____, 2017

13

14

15 **ACCEPTED AND AGREED BY JAMES RANSOM**

16 By: _____
17 James Ransom

18

19 Date: May _____, 2017

20

21 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

22 By: _____
23 James Ransom

24

25 Date: May, 2017

26

27 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

28 By: _____
29 James Ransom

30

31 Date: May _____, 2017

32

33

1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By: _____
3 Justin Toland

4
5 Date: May_____, 2017
6

7
8 **ACCEPTED AND AGREED BY WILLIAM WYNN**

9 By: _____
10 William Wynn
11
12 Date: May_____, 2017
13
14

15 **ACCEPTED AND AGREED BY JAMES RANSOM**

16 By: 
17 James Ransom

18
19 Date: May 01, 2017
20

21 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

22 By: _____
23 James Ransom
24

25 Date: May, , 2017
26

27 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

28 By: _____
29 James Ransom
30

31 Date: May_____, 2017
32
33

1 ACCEPTED AND AGREED BY JUSTIN TOLAND

2 By: _____
3 Justin Toland

5 Date: April, _____, 2017

7 ACCEPTED AND AGREED BY WILLIAM WYNN

8 By: William Wynn
9

1 Date: April, 1, 2017

5/1/2017

13 ACCEPTED AND AGREED BY JAMES RANSOM

14 By: _____
15 James Ransom

17 Date: April, 2017

19 ACCEPTED AND AGREED BY NICHOLAS STERGION

20 By: Nicholas A. Stergion
21 Nicholas Stergion

Date: August 2017

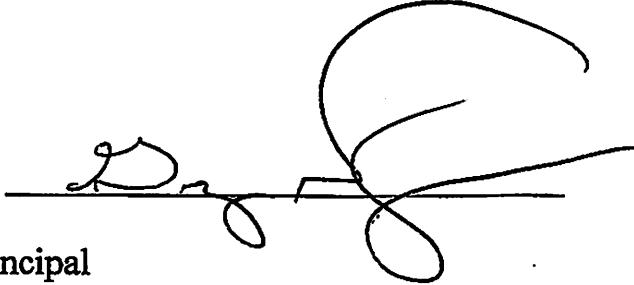
25 ACCEPTED AND AGREED BY GEORGE NAZARIAN

26 By: George Nazerian
27

29 Date: April, 4/28/2017

31 ACCEPTED AND AGREED BY GIRLS GALORE, INC.

1

2 By: 

3

4 Its Principal

5 Date: April, 4/28, 2017

6

7

EXHIBIT 1

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ALBERT BARNES,

Plaintiff,

vs.

GIRLS GALORE, INC., et al.,

Defendants.

Civil Action No. 1:14-CV-03946-SCJ

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Parties, by and through their undersigned counsel of record, hereby stipulate and agree to the dismissal with prejudice of the above-captioned action. Except as otherwise agreed between the parties, each party shall bear its own attorneys' fees and costs.

Respectfully submitted,

**DELONG CALDWELL BRIDGERS
FITZPATRICK & BENJAMIN, LLC**

s/ Kevin D. Fitzpatrick, Jr.

Kevin D. Fitzpatrick, Jr.

Georgia Bar No. 262375

s/ Charles R. Bridgers

Charles R. Bridgers

Georgia Bar No. 080791

**GREGORY, DOYLE, CALHOUN &
ROGERS, LLC**

s/ William P. Miles, Jr.

William P. Miles, Jr.

Georgia Bar No. 505828

49 Atlanta Street

Marietta, GA 30060

770.422.1776 office

3100 Centennial Tower
101 Marietta Street
Atlanta, GA 30303
(404) 979-3150
(404) 979-3170 (facsimile)
kevin.fitzpatrick@dcbflegal.com
charlesbridgers@dcbflegal.com

COUNSEL FOR PLAINTIFF

770.426.6155 facsimile
wmiles@gregorydoylefirm.com

COUNSEL FOR NICHOLAS STERGION

MICHAEL A. DOMINY

s/ Michael A. Dominy
Michael A. Dominy
Georgia Bar No. 225335
881 Ponce de Leon Ave.
Suite 3
Atlanta, Georgia 30306
(404)900-9570
michael@dominylaw.com

COUNSEL FOR GEORGE NAZARIAN
AND GIRLS GALORE, INC.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ALBERT BARNES,

Plaintiff,

vs.

Civil Action No. 1:14-CV-03946-SCJ

GIRLS GALORE, INC., et al,

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that on _____, 20____, I electronically filed a true and correct copy of the parties' **STIPULATION OF DISMISSAL WITH PREJUDICE** with the Clerk of Court using the CM/EMF system which will automatically send email notification of such filing, constituting service, to the following attorneys of record:

William P. Miles, Jr.
Michael Dominey

**DELONG CALDWELL BRIDGERS
& FITZPATRICK, LLC**

s/ Kevin D. Fitzpatrick, Jr.
Kevin D. Fitzpatrick, Jr.
Georgia Bar No. 262375
Counsel for Plaintiff

3100 Centennial Tower
101 Marietta Street
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